

App'n. S.N. 09/997/761
Prelim. Amdt. dated June 19, 2006 for RCE
Docket No. GP-301187-OST-ALS

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REMARKS

Entry of this Preliminary Amendment before continued examination of the instant application is respectfully requested. Upon entry of this Amendment, claims 1-30 remain in the application. Reconsideration of the claims is respectfully requested.

Claims 1-6, 8-16, 18-25 and 27-30 stood rejected (in the Final Office Action of April 18, 2006) under 35 USC 102(e) as being anticipated by Bhatia et al. The Examiner stated that Bhatia discloses the method, system and computer medium of claims 1, 12 and 20, respectively. The Examiner concluded that Bhatia teaches 1) receiving and updating a mobile subscriber location; 2) determining a real-time subscriber delivery-enabling information based on the service request and the location; 3) customizing (i.e., configuring) the service corresponding to the service request, where the service is customized by the B2B engine; and 4) providing the customer information to the subscriber.

Applicant agrees that the **real-time information** in Bhatia may be customized by the B2B Engine, as Bhatia discloses that the B2B Engine may store such data in databases (see paragraphs [0055] and [0106]). However, Applicant respectfully disagrees that the real-time information described in Bhatia includes customized/configured service information (i.e., weather information, restaurant information, etc.).

The real-time information as defined by Bhatia includes information that is associated with the respective user/subscriber (e.g., user location and/or preferences), and **does not include** the information provided by the content provider (which corresponds to Applicant's "service" as recited in claims 1, 12 and 20). Bhatia specifically states (at Col. 4, lines 1-5) that, "[T]he B2B engine 210, upon receipt of the real-time status information, forwards the real-time data to the content providers, thereby permitting customization according to the respective user's real-time situation and preferences." This statement clearly indicates that **customization of the service** (i.e., the information provided by the content provider) occurs *after* the real time information is customized by the B2B Engine and sent to the content provider. In further support of this, Bhatia explains that, "[T]he B2B Engine . . . communicates certain real-time information associated with a particular mobile subscriber to any one of the content providers. . . . Each of these *content providers or portal* can then use the received real-time information associated with a particular mobile subscriber to *provide a service customized* to that particular subscriber's real-time status or preference" (see

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paragraph [0044], emphasis added). Still further, paragraph [0115] of Bhatia clearly states that the B2B receives and processes events (e.g., real-time events from a mobile subscriber, such as status, location area, etc., see paragraph [0014]), and then sends such information to a portal content aggregator/content provider who then personalizes the contents (i.e., service) according to the event information provided by the B2B Engine.

As such, Applicant respectfully submits that Bhatia's "real time information" is not the same as Applicant's service, and that Bhatia's B2B engine does not customize the service, rather the content provider customizes the service in response to the real time information provided by the B2B Engine.

Bhatia does state in paragraph [0047] that:

The restaurant information 105, weather information 110 and portals 115 are customized according to the real-time status of the user, and provided from the B2B engine 210 to the content providers in real-time, by the B2B engine 210 regarding the real-time status, requirements, preferences, rules and/or location of the subscribed user.

Taken in context with Bhatia's specification and drawings as a whole, and with the remainder of this paragraph (in part which states "This subscriber information is gathered for each user and supplied to the content providers, which provide the information to the mobile subscriber"), it is submitted that one skilled in the art would realize that at least part of this paragraph is inaccurate. Portions of the above paragraph which may appear to indicate that the B2B engine provides any customization, or sends such customized restaurant information 105, etc. to the content provider are in direct contradiction to the remainder of the specification and drawings that indicate that the B2B engine is a conduit for restaurant information 105, etc. (customized by the content provider) from the content provider to the subscriber. It is submitted that Bhatia teaches that the function of the B2B engine is to maintain the real-time information exchange between the mobile operator and the respective content providers. This is further supported by paragraphs [0071] et seq. (including paragraph [0106]), which describes how the B2B engine updates the end user's information, forwards the revised information to the content provider/portal, and then bills the content provider/portal for its access to the real-time information. The teachings of Bhatia clearly indicate that the real-time information is stored at the B2B engine and is disseminated from the B2B engine to content provider(s) who then customize the desired service information for the end user.

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Applicant's claims recite that the service request and vehicle location (i.e., real-time information) is received, and the service configuration takes place at the service management subsystem. Support for these recitations may be found in the specification as filed, at least at page 2, lines 27-29, pages 7-8, and figure 6. In sharp contrast to the teaching of Bhatia, Applicant's invention as defined in claims 1, 12 and 20 has a single entity processing both sets (i.e., real-time and service) of information. As it is submitted that Bhatia does not teach that the B2B engine configures the service, Applicant respectfully submits that his invention as defined in claims 1, 12 and 20, and those claims depending ultimately therefrom is not anticipated, taught, or rendered obvious, and patentably defines over Bhatia.

Applicant has amended claims 4, 14 and 24 to recite that a delivery channel is a live or a virtual agent. Support for this recitation may be found in the specification as filed at least at page 7, lines 16-20. This is in sharp contrast to the Examiner's assertion that "a list of portals, e.g., weather, restaurants, etc." reads on the "channels" as defined by the Applicant.

Claims 11, 19 and 30 have been amended to clarify that the vehicle delivery-enabling information is updated at the service management subsystem. Support for this may be found in the specification as filed at page 8, lines 22-29, which illustrates that "service management application 240" is used interchangeably with "service management subsystem 240".

For all the reasons stated above, it is submitted that Applicants' invention as defined in claims 1, 12, 20 and those claims depending ultimately therefrom is not anticipated, taught or rendered obvious, and patentably defines over the art of record.

Claims 7, 17 and 26 stood rejected (in the Final Office Action of April 18, 2006) under 35 USC 103(a) as being anticipated by Bhatia et al. in view of Doi et al (US Publication No. 2001/0014911). The Examiner stated that Bhatia does not disclose configuring a vehicle communication component in the vehicle based on delivery-enabling information. The Examiner went on to state that Doi teaches a mobile terminal with a dynamic user profile memory. The Examiner concluded that one skilled in the art would have combined the references to obtain a system, method, and medium having the flexibility to allow different users to use the vehicle and change his/her preferences.

Assuming *arguendo* that one skilled in the art would combine the references, Applicant submits that such a combination would not render obvious his invention as defined in claims 1, 12

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and 20. As previously stated, Bhatia does not teach that the B2B engine configures the service. This is in sharp contrast to Applicant's invention as defined in claims 1, 12 and 20, from which claims 7, 17 and 26 respectively depend. As such, it is submitted that the combination of the references does not render obvious Applicant's invention as defined in these claims.

In summary, claims 1-30 remain in the application. It is submitted that, through this amendment, Applicants' invention as set forth in these claims is in a condition suitable for allowance.

Further and favorable consideration is requested. If the Examiner believes it would expedite prosecution of the above-identified application, the Examiner is cordially invited to contact Applicants' Attorney at the below-listed telephone number.

Respectfully submitted,

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